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SUPPLEMENTAL DECLARATION

Applicant respectfully submits a Supplemental Declaration, which is attached. The Supplemental Declaration lists the priority claim to U.S. Provisional Application No. 60/204,179, filed May 15, 2000, now abandoned.

This Supplemental Declaration is in accord with a Preliminary Amendment, filed on September 21, 2001, further discussed in the remarks below.

Attorney Docket

43461-201892

DECLARATION FOR UNITED STATES PATENT APPLICATION POWER OF ATTORNEY, DESIGNATION OF CORRESPONDENCE ADDRESS

As a below named inventor, I hereby declare that my residence, post office address and citizenship are as stated below next to my name, and that I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled SYSTEM AND METHOD FOR CONSUMER-SELECTED ADVERTISING AND BRANDING IN INTERACTIVE

	nated, and was amended on			
	te that I have reviewed and under endment referred to above.	stand the contents of the	above identified specification,	, including the clau
	dge the duty to disclose to the Pat ned in Title 37, Code of Federal F		e all information known to me	to be material to
ation(s) for pa	CLAIM foreign priority benefits tent or inventor's certificate, or § 1 States of America, listed below	365(a) of any PCT interna	ational application which design	gnated at least one
ation(s) for pa than the United	tent or inventor's certificate, or §	365(a) of any PCT international have also identified be	ational application which desi below any foreign application	gnated at least one for patent or invent
ation(s) for pathan the United cate or of any I HEREBY below.	tent or inventor's certificate, or § d States of America, listed below PCT international application hav Prior Foreign	365(a) of any PCT international have also identified by hing a filing date before the Country 35, United States Code	ational application which designed any foreign application and of the application on which the application on which foreign Filing Date	gnated at least one for patent or invent in priority is claimed Priority Claimed

I HEREBY CLAIM the benefit under Title 35, United States Code, §120 of any United States application(s), or §365(c) of any PCT International application designating the United States of America, listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States or PCT International application in the manner provided by the first paragraph of Title 35, United States Code §112, I acknowledge the duty to disclose information which is material to patentability as defined in Title 37, Code of Federal Regulations, \$1.56 which became available between the filing date of the prior application and the national or PCT International filing date of this application.

U.S. Patent Application Number	PCT Patent	Patent	Parent
	Application Number	Filing Date	Patent Number

4	15	99	1892
		A	

43461-201892:	
	Page 2 of 2

DECLARATION FOR UNITED STATES PATENT APPLICATION POWER OF ATTORNEY, DESIGNATION OF CORRESPONDENCE ADDRESS

I hereby appoint the registered attorneys and agents of VENABLE associated with the following customer number to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith;

26694

PATENT TRADEMARK OFFICE

VENABLE is located at 575 7th Street, NW, Washington, DC 20004-1601, Telephone: (202) 344-4000, Telefax: (202) 344-8300. Address all correspondence to VENABLE, Post Office Box 34385, Washington, D.C. 20043-9998.

The undersigned hereby authorizes the registered U.S. attorneys and agents identified herein to accept and follow instructions from the undersigned's assignee, if any, and/or, if the undersigned is not a resident of the United States, the undersigned's domestic attorney, patent attorney or patent agent, as to any action to be taken in the Patent and Trademark Office regarding this application without direct communication between U.S. attorneys and the undersigned. In the event of a change in the person(s) from whom instructions may be taken, the registered U.S. attorneys and agents identified herein will be so notified by the undersigned.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Signature: 20	una 2 (asumot	Date: March	16 . 2004
_	Laura Lee Kusumoto		, = • • •
Citizenship:	USA		
Residence and Post C	office Address: 315 Santa Rosa Avenue, Apt 3, SanFrancisco CA 9	4112	
Signature:		Date:	. 2004
Second Inventor:			,
Citizenship:	USA		
Residence and Post C	ffice Address: 115 Camille Court, Alamo, CA 94507		
Signature:		Date:	. 2004
Second Inventor:	Leila Janine Sigler		
Citizenship:	USA		
Residence and Post C	Mice Address: 15 N. Gordon, Los Altos, CA 94024		
Signature:		Date:	, 2004
Second Inventor:	Sonya Lee Sigler	***************************************	
Citizenship:	USA		
Residence and Post C	office Address: 253 Highland Avenue, San Carlos, CA 94070		



43461-201892: Page 2 of 2

DECLARATION FOR UNITED STATES PATENT APPLICATION POWER OF ATTORNEY, DESIGNATION OF CORRESPONDENCE ADDRESS

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Signature:		Date:	2004
First/Sole Inventor:	Laura Lee Kusumoto		•
Citizenship:	USA		
Residence and Post Of	fice Address: 315 Santa Rosa Avenue, Apt 3, SanFrancisco CA 941	12	
Signature:	el David Sacurdati	Date: March 16	. 2004
Second Inventor:	Earl David Sacerdoti		, + + ·
Citizenship:	USA		
Residence and Post Of	fice Address: 115 Camille Court, Alamo, CA 94507		
Signature:		Dâte:	2004
Second Inventor:	Leila Janine Sigler		
Citizenship:	USA		
Residence and Post Of	fice Address: 15 N. Gordon, Los Altos, CA 94024		
Signature:		Date:	2004
Second Inventor:	Sonya Lee Sigler	Date.	, 2004
Citizenship:	USA		
Residence and Post Of	fice Address: 253 Highland Avenue, San Carlos, CA 94070		

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43461-201892: Page 2 of 2

DECLARATION FOR UNITED STATES PATENT APPLICATION POWER OF ATTORNEY, DESIGNATION OF CORRESPONDENCE ADDRESS

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Signature:		T	
First/Sole Inventor.	Laura Lee Kusumoto	Date:	, 2004
Citizenship:	USA		
Residence and Post Of	tice Address: 315 Santa Rosa Avenue, Apt 3, SanFrancisco CA 94	112	
Signature:		D-4	
Second Inventor:	Earl David Sacerdoti	Date:	, 2004
Citizenship:	USA		
Residence and Post Off	fice Address, 115 Camille Court, Alamo, CA 94507		
Signature:	July Janin Smy	Date: 3//6	2004
Second Inventor:	Leila Janine Sigler	Date. Of the	, 2004
Citizenship:	USA	•	
Residence and Post Off	ice Address: 15 N. Gordon, Los Altos, CA 94024		
Signature:		Des	
Second Inventor:	Sonya Lee Sigler	Date:	, 2004
Citizenship:	USA		
Residence and Post Offi	ice Address: 253 Highland Avenue, San Carlos, CA 94070		

#531066v2

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43461-201892:_	Page 2 of 2
	Page 2 of 2

DECLARATION FOR UNITED STATES PATENT APPLICATION POWER OF ATTORNEY, DESIGNATION OF CORRESPONDENCE ADDRESS

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Signature;			
First/Sole Inventor:	Laura Lee Kusumoto	Date:	, 2004
Citizeuship:	USA		
Residence and Post Of	fice Address: 315 Santa Rosa Avenue, Apt 3, SanFrancisco CA	94112	
Signature:			
Second Inventor:	Earl David Sacerdoti	Date:	, 2004
Citizenship:	USA		
Residence and Post Off	fice Address: 115 Camille Court, Alamo, CA 94597		
Signature:	_		
Second Inventor:	Leila Janine Sigler	Date:	, 2004
Citizenship:	USA		
Residence and Post Off	ice Address: 15 N. Gordon, Los Altos, CA 94024		
Signature:	fry he of	- <i>I</i> .	
Second Inventor:	Sonya Lee Sigler	Date: 3/16	2004
Citizenship:	USA	,	
Residence and Post Offi	ice Address: 253 Highland Avenue, San Carlos, CA 94070		

PATENT ASSIGNMENT

WHEREAS, IDO Systems A/S, a Danish corporation whose principal place of business is Havneparken 2, DK-7100 Vejle, Denmark ("Seller") is the sole and exclusive owner, by assignment as recorded in the United States Patent and Trademark Office at Reel 011708, Frame 0107, of the worldwide patent application known as U.S. application number 09/675,958, filing date September 29, 2000, entitled "System and Method for Consumer-Selected Advertising and Branding in Interactive Media"; and

WHEREAS LEGO Holding A/S, a Danish corporation whose principal place of business is Koldingvej 2, DK-7190 Billund, Denmark ("Buyer") desires to purchase said patent application from Seller;

NOW, THEREFORE, in consideration of and in exchange for the sum of One Dollar (\$1.00) to it in hand paid by Buyer, and other good and valuable consideration, the receipt of which is hereby acknowledged, Seller does hereby sell, assign, transfer, convey and set over to Buyer:

the patent application aforesaid;

all foreign patent applications which may be filed with respect to the foregoing;

all rights of priority with respect to the foregoing under international conventions, including without limitation the Paris Convention for the Protection of Industrial Property, the International Patent Cooperative Union, the European Patent Convention and the Common Market Convention;

all continuations, continuations-in-part, substitutes and divisions of any of the aforesaid applications;

all patents, domestic and foreign, granted on any of the applications included in the foregoing; and

all reissues, patents of addition and extensions of and with respect to all patents, domestic and foreign, included in the foregoing;

the same to be held and enjoyed by Buyer for its own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives, to the end of the term or terms for which the said patents are granted, reissued, or extended, as fully and entirely as the same would have been held and enjoyed by Seller if this assignment and sale had not been made, together with all claims for damages by reason of past infringement of said patents, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

Whenever requested to do so by Buyer or its successors, assigns or other legal representatives, Seller shall execute and deliver any and all applications, assignments or other instruments which such requesting party shall deem necessary to more effectively complete the

Page 2

assignment of the patents and applications referred to herein and to allow Buyer and its successors, assigns or other legal representatives to apply for and obtain letters patent of any country or to otherwise protect their respective interests therein.

And the Seller hereby covenants that it has the full right to convey the entire interest herein assigned, and that it has not executed, and will not execute any agreement or assignment to conflict herewith.

IN WITNESS WHEREOF, Seller has caused these presents to be executed by its duly authorized officers this <u>29</u>. day of <u>56976486R</u> 2003.

On behalf of

March 7

Pregident

On/ochalf of LEGO Holding A/S

Poul Hartvig Nielsen

Bjarne Engberg-Pedersen

PATENT ASSIGNMENT

WHEREAS, IDO Systems, Inc., a California corporation whose principal place of business is 500 Airport Blvd., Suite 100, Burlingame, CA, 94010 ("Seller") is the sole and exclusive owner, by assignment as recorded in the United States Patent and Trademark Office at Reel 011708, Frame 0107, of the worldwide patent application known as U.S. application number 09/675,958, filing date September 29, 2000, entitled "System and Method for Consumer-Selected Advertising and Branding in Interactive Media"; and

WHEREAS, IDO Systems A/S, a Danish corporation whose principal place of business is Klovermarken 120, 7190 Billund, Denmark ("Buyer") desires to purchase said patent application from Seller;

NOW, THEREFORE, in consideration of and in exchange for the sum of One Dollar (\$1.00) to it in hand paid by Buyer, and other good and valuable consideration, the receipt of which is hereby acknowledged, Seller does hereby sell, assign, transfer, convey and set over to Buyer:

the patent application aforesaid;

all foreign patent applications which may be filed with respect to the foregoing;

all rights of priority with respect to the foregoing under international conventions, including without limitation the Paris Convention for the Protection of Industrial Property, the International Patent Cooperative Union, the European Patent Convention and the Common Market Convention;

all continuations, continuations-in-part, substitutes and divisions of any of the aforesaid applications;

all patents, domestic and foreign, granted on any of the applications included in the foregoing; and

all reissues, patents of addition and extensions of and with respect to all patents, domestic and foreign, included in the foregoing;

the same to be held and enjoyed by Buyer for its own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives, to the end of the term or terms for which the said patents are granted, reissued, or extended, as fully and entirely as the same would have been held and enjoyed by Seller if this assignment and sale had not been made, together with all claims for damages by reason of past infringement of said patents, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

Whenever requested to do so by Buyer or its successors, assigns or other legal representatives, Seller shall execute and deliver any and all applications, assignments or other instruments which such requesting party shall deem necessary to more effectively complete the assignment of the patents and applications referred to herein and to allow Buyer and its

successors, assigns or other legal representatives to apply for and obtain letters patent of any country or to otherwise protect their respective interests therein.

And the Seller hereby covenants that it has the full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement or assignment to conflict herewith.

IN WITNESS WHEREOF, Seller has caused these presents to be executed by its duly authorized officers this <u>10</u> day of <u>Orbota</u>, 2001.

By: Quin Kusund Its: PRESIDENT

State of		
County	of	, ss.:

On this ___ day of _____, 2001, before me personally appeared Laura Kusumoto, to me known, who, by me duly sworn, did depose and say that she resides at 162 Cliff Swallow Court, Brisbane, CA 94005, that she is the President of IDO Systems, Inc., the corporation described in and that executed the foregoing instrument; and that she signed her name thereto by order of the board of directors of said corporation.

Sec attached Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California County of San Markeo	} ss.	
On 10-10-2001, before me, _c personally appeared	Eero A, Makelo	,
Date 60470	Kusupoto	rubic)
personally appeared	Name(s) of Signer(s)	
	☐ personally known to me ☐ proved to me on the basis of evidence	f satisfactory
EERO A. MAKELA Commission # 1264301 Notary Public - California San Mateo County My Comm. Expires Jun 9, 2004	to be the person(s) whose no subscribed to the within instruction acknowledged to me that he/she/the same in his/her/their capacity(ies), and that by signature(s) on the instrument the entity upon behalf of which acted, executed the instrument.	trument and they executed authorized his/her/their person(s); or
Place Notary Seal Above	WITNESS my hand and official so Signature of Notary Public	egl.
_	PTIONAL -	
Though the information below is not required by la and could prevent fraudulent removal a	aw, it may prove valuable to persons relying on and reattachment of this form to another docum	
Description of Attached Document		,
Title or Type of Document:	tent assignment	<i></i>
Description of Attached Document Title or Type of Document: Document Date: Oct. 10, 200	Number of Pages:	2
bocument bate.	Number of Fuges	
Signer(s) Other Than Named Above:	PORP	
Capacity(ies) Claimed by Signer		
Signer's Name: Loura Ku	sumoto	RIGHT THUMBPRINT
Signer's Name:		OF SIGNER Top of thumb here
	dent	
☐ Partner — ☐ Limited ☐ General		
Attorney in Fact		
☐ Trustee	14	
Guardian or Conservator		
Other:		
Signer Is Representing: 120	Horas Inc.	
<u> </u>		ler: Call Toll-Free 1-800

ASSIGNMENT OF APPLICATION

Docket Number (Optional) 13376.0001 (B)

Whereas, I, Laura Lee Kusumoto	of, hereafter
referred to as applicant, have invented certain new	and useful improvements in System and Method
for Consumer-Selected Advertising and	
X for which an application for a United States	Patent was filed on September 29, 2000,
Application Number <u>U9 / 675,958</u>	·
for which an application for a United States	Patent was executed on, and
Whereas, IDO Systems Inc.	f United States herein referred to
"assignee" whose mailing address is	Blvd., Suite 100, Burlingame, CA 94010 is de-
sirous of acquiring the entire right, title and interest	in the same;
Now, therefore, in consideration of the sum of On	e dollars (\$ 1.00), the receipt whereof is ac-
knowledged, and other good and valuable conside	ration, I, the applicant, by these presents do sell, assign
and transfer unto said assignee the full and exclusi	ve right to the said invention in the United States and the
entire right, title and interest in and to any and all Pa	tents which may be granted therefor in the United States,
I hereby authorize and request the Commissioner	of Patents and Trademarks to issue said United States
Patent to said assignee, of the entire right, title, and	I interest in and to the same, for his sole use and behoof;
and for the use and behoof of his legal representati	ves, to the full end of the term for which said Patent may
be granted, as fully and entirely as the same would	have been held by me had this assignment and sale not
been made.	
Executed this second (2 nd) day of	April ,20 01 ,
atBurlingame,	California
	2 1/4 1
60	(Signature)
State of (4 lifernia) SS: County of San Mates	
Before me personally appeared said L 4 U	ira Lee Kusumoto
and acknowledged the foregoing instrument to be hiday ofA p r these sees 20.09 db. 22444 SEE SEES SEES SEES	is free act and deed this 2 n 4
JANELLE L. DROEGE	Sandly I Nove
Seal COMM. #1202786	(Notary Public)

Burden Hour Statement: This form is estimated to take 0.1 hours to seminate. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are highly to take 0.1 hours to seminate. Time will vary depending upon the needs of the individual case. Any office, Washington, DC 20231. DO NOT SEND PLES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner of Patents and Trademarks, Washington, DC 20231.

ASSIGNMENT OF APPLICATION

Docket Number (Optional) 13376.0001 (B)

Whereas, I, Earl David Sace	rdoti of	Alamo, Californi	a, hereafter
referred to as applicant, have in	vented certain new a	and useful improvements	s in System and Method
for Consumer-Selected	Advertising and B	Branding in Interactive	ve Media
X for which an application	for a United States P	atent was filed on Ser	otember 29, 2000,
Application Number	09 / 675,958	·	
for which an application	for a United States F	Patent was executed on	, and
Whereas, IDO Systems Inc	of	United States	herein referred to
"assignee" whose mailing addre	500 Airport Bl	vd., Suite 100, Burl	ingame, CA 94010
sirous of acquiring the entire rig			
Now, therefore, in consideration	of the sum of	dollars (\$0), the receipt whereof is ac-
knowledged, and other good ar	d valuable considera	ation, I, the applicant, by	these presents do sell, assign
and transfer unto said assignee	the full and exclusive	e right to the said inventi	ion in the United States and the
entire right, title and interest in a	nd to any and all Pate	ents which may be grant	ed therefor in the United States
I hereby authorize and request	the Commissioner of	of Patents and Tradema	rks to issue said United States
Patent to said assignee, of the	entire right, title, and	interest in and to the sar	me, for his sole use and behoof
and for the use and behoof of h	is legal representativ	es, to the full end of the	term for which said Patent may
be granted, as fully and entirely	as the same would h	nave been held by me ha	ad this assignment and sale no
been made.			
Executed this2	day of _	APRIL	, ₂₀ O I
A Frederick F. Asharrana	1		
COMM. # 1171316 POTARY PUBLIC-CALIFORNIA	> -	000	2
CONTRA COSTA COUNTY COMM. EXP. FEB. 25, 2002	() .i.	· Earl 1) S	acubo 5
State of CAUFORNIA	SS:	_	(Signature)
County of Longe Cosp Before me personally appeare	d said ZARL	-	-DOT1
and acknowledged the foregoinday of, 20_0	g instrument to be his	s free act and deed this _	2
			others -
Seal	•		(Notary Public)

Burden Hour Statement: This form is estimated to take 0.1 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner of Patents and Trademarks, Washington, DC 20231.

ASSIGNMENT OF APPLICATION

Docket Number (Optional) 13376.0001 (B)

Whereas, I.	Leila Janine Sigler	of	Los Altos, California	, hereafter
referred to	as applicant, have invented code	in now and	usaful improvements in Systel	m and Method
	sumer-Selected Advertising			
101 00118	Sumer-October Advertising	and Dia	- Inding in interactive intedia	
	which an application for a United plication Number09 / 675, which an application for a United			
"assignee"	IDO Systems Inc. 500 Air whose mailing address is	port Blvd	., Suite 100, Burlingame, 0	CA 94010
	equiring the entire right, title and i			
Now, theref	fore, in consideration of the sum	of one	dollars (\$ <u>1.00</u>), the re	ceipt whereof is ac-
knowledge	d, and other good and valuable c	onsideratio	n, I, the applicant, by these pres	ents do sell, assign
and transfe	r unto said assignee the full and	exclusive ri	ght to the said invention in the U	nited States and the
entire right,	title and interest in and to any and	d all Patent	s which may be granted therefor	in the United States
i hereby au	thorize and request the Commis	ssioner of P	atents and Trademarks to issue	e said United States
	aid assignee, of the entire right, ti			
	use and behoof of his legal repre			-
be granted,	, as fully and entirely as the same	would hav	e been held by me had this assi	gnment and sale no
been made			n 'o	
Executed th	nis <u>43</u>	day of	April ,	20 <u>0 /</u>
			Will Den's	
	e personally appeared said <u>Au</u> by well by which we provided the foregoing instrument		(Signature ene Sight and deed this 3	
Seal	COMM. #1241 NOTARY PUBLIC-CA SANTA CLARA C	LIFORNIA S	(Notary Put	M. Salost

Burden Hour Statement: This form is estimated to take 0.1 norm by the comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner of Patents and Trademarks, Washington, DC 20231.

ASSIGNMENT OF APPLICATION

Docket Number (Optional) 13376.0001 (B)

Whereas, I, Sonya Lee Sigler	of San Carlos, California, hereaft ew and useful improvements in System and Method
referred to as applicant, have invented certain no	ew and useful improvements in System and Method
for Consumer-Selected Advertising ar	nd Branding in Interactive Media
X for which an application for a United Stat	es Patent was filed on September 29, 2000
Application Number 09 / 675,958	
for which an application for a United State	tes Patent was executed on, and
•	
Whereas. IDO Systems Inc.	of United States herein referred Herein Referr
" . "	t Blvd., Suite 100, Burlingame, CA 94010
"assignee" whose mailing address is	is de-
sirous of acquiring the entire right, title and inter-	est in the same;
Now, therefore, in consideration of the sum of	one dollars (\$1.00), the receipt whereof is a
knowledged, and other good and valuable consi	deration, I, the applicant, by these presents do sell, assi
•	
and transfer unto said assignee the full and excit	usive right to the said invention in the United States and
entire right, title and interest in and to any and all	Patents which may be granted therefor in the United State
I hereby authorize and request the Commission	er of Patents and Trademarks to issue said United Stat
Patent to said assignee, of the entire right, title, a	and interest in and to the same, for his sole use and beho
•	
and for the use and behoof of his legal represent	tatives, to the full end of the term for which said Patent m
be granted, as fully and entirely as the same wor	uld have been held by me had this assignment and sale r
been made.	
Executed this day	of <u>Apri</u> , 2001,
at Foster City CA	, 200
at work city, cri	
	Supote Fig
State of California) SS:	(Signature)
County of <u>SanMatec</u>)	
Before me personally appeared said	Lee Sig U.V.
day of April 2001	, no nee act and deed this
SUZANNE E. NOPAR	- Same Enopas
Seal OF SAN MATEO COUNTY A	(Notary Public)

Burden Hour Statement: This to the stimulater of take 0.1 hours 50 complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner of Patents and Trademarks, Washington, DC 20231.

SUZANNE E. NOPAR
COMM. # 1195750
NOTARY PUBLIC CALIFORNIA D
SAN MATEO COUNTY ()
COMM. EXP. SEPT. 6, 2002

PATENT ASSIGNMENT

This Patent Assignment (the "Agreement") is entered into as of March 1, 2004, (the "Effective Date") by and between **Avatizing**, **LLC**, a California Limited Liability Corporation with offices at 15 N. Gordon Way, Los Altos, CA 94022, USA ("Buyer"), and LEGO Holding A/S, a Danish corporation with its principal place of business at Koldingvej 2, DK-7190, Billund, Denmark ("Seller").

Recitals

- A. Whereas, Seller has made a prior investment in IDO Systems A/S, which formerly had a US subsidiary, named IDO Systems, Inc.;
- B. Whereas, Buyer is comprised of four principals who were contractors or employees of IDO Systems, Inc., the former US subsidiary of IDO Systems A/S and these principals are the named inventors on US Patent Application serial no. 09/675,958 PCT/US01/11772;
- C. Whereas, Seller is the sole and exclusive owner, by assignment from IDO Systems A/S as recorded in the United States Patent and Trademark Office at Reel 011708, Frame 0107, of the patent application known as U.S. application number 09/675,958, filing date September 29, 2000, entitled "System and Method for Consumer-Selected Advertising and Branding in Interactive Media," which is set forth in Exhibit A, which is attached hereto and incorporated herein by reference, and LEGO Holding A/S desires to sell such patent application; and
- D. Whereas, Buyer desires to buy patent application from Seller for the further commercialisation of such patent application.

NOW, THEREFORE, in consideration of the premises and the respective representations, warranties, covenants and agreements contained herein, the parties hereto agree as follows:

1. Definitions.

In this Agreement the terms shall have the following meaning:

"IDO Patent" shall have the meaning as described in Article 2 of this Agreement.

<u>"Licensed Product"</u> shall mean any article, product, or service falling within the scope of any of the claims of the IDO Patent, as defined below in Section 2, but not limited to designs, software, or computer programs, using the IDO Patent.

"Net Invoice Price" shall mean the actual invoiced price of a Licensed Product in an arm's length transaction less 1) any documented cost required to maintain, develop, and market the patent application in connection with the fillings and registrations, etc of the IDO Patent; and 2) transport freight and value added tax and other duties and taxes assessed directly on sales to the extent identified on the invoice, PROVIDED THAT in a case where the Licensed Products are:

- (i) rented, leased, let out or hired or otherwise disposed to a customer by the Buyer or any licensee; or
- (ii) used by the Buyer or any licensee for its own commercial purposes; or
- (iii) incorporated in any larger equipment or apparatus and supplied by the Buyer or any licensee at a price which is included in the price for the larger equipment or apparatus;

the Net Invoice Price of each such Licensed Product shall be deemed to be equivalent to the Net Invoice Price which would have been applicable under this Agreement had such Licensed Product been sold to an independent arm's-length customer.

<u>"Royalty rate"</u>, 15% (fifteen percent) of the Net Invoice Price for the first one million dollars (\$1,000,000) in sales and 10% (ten percent) of the Net Invoice Price for anything greater one million dollars in sales; The rates mentioned shall be altered to 7.5% and 5% respectively after five (5) years.

2. Transfer of Rights.

2.1 Seller does hereby sell, assign, transfer, convey and set over to Buyer, the following rights: (i) the patent application aforesaid; (ii) all foreign patent applications which may be filed with respect to the foregoing; (iii) all rights of priority with respect to the foregoing under international conventions, including without limitation the Paris Convention for the Protection of Industrial Property, the International Patent Cooperative Union, the European Patent Convention and the Common Market Convention; (iv) all continuations, continuations-in-part, substitutes and divisions of any of the aforesaid applications; (v) all patents, domestic and foreign, granted on any of the applications included in the foregoing; and (vi) all reissues, patents of addition and extensions of and with respect to all patents, domestic and foreign, included in the foregoing (altogether, which shall mean the "IDO Patent");

the same to be held and enjoyed by Buyer for its own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives, to the end of the term or terms for which the said patents are granted, reissued, or extended, as fully and entirely as the same would have been held and enjoyed by Seller if this assignment and sale had not been made, together with all claims for damages by reason of past infringement of said patents, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

2.2 In the event that Buyer subsequently sells the IDO Patent, in one of the forms described in Article 2.1, without incorporating it into a Licensed Product, the Buyer shall continue to be under an obligation to pay royalty at the Royalty Rate agreed, applied to any sum received by Buyer from a sale of the IDO Patent, whether as a one time payment, payment in instalments or as a royalty.

3. Purchase Price

- 3.1 In consideration for the transfer of rights set forth in Section 2 above, the Buyer shall pay to the Seller for a period of ten (10) years a royalty at the specified Royalty Rate applied to the Net Invoice Price of each Licensed Product manufactured, used, or supplied by the Buyer and/or its licensees.
- 3.2 The Royalty shall become payable by the Buyer under this Agreement in respect of each Product when actually paid for by a customer, whether it is for a sale, rent, lease or license of the Licensed Products; PROVIDED ALWAYS that with respect to any Licensed Product supplied or put into use as provided above, only a single royalty shall be payable in respect of such manufacture, use, or supply.
- 3.3 Royalties payable under this Agreement are exclusive of any value added (or like) tax which may be payable on them and shall be paid gross without deduction of any withholding or other income taxes and if subject to withholding or other income taxes.
- 3.4 Royalties payable under this Agreement shall be paid in \$ (US Dollars) within 30 days of the end of each successive quarterly period commencing on 1 January, 1 April, 1 July, 1 October, in each year. Interest shall be payable (calculated on a daily basis) on any overdue payments from the date payment is due until the actual date of payment at a rate of 5% (five) per cent over the base lending rate of the Danish National Bank from time to time.

- 3.5 At the same time as payment of any such royalties falls due the Buyer shall submit or cause to be submitted to the Seller a statement in writing recording the calculation of royalty payable under this Agreement in particular:
 - the number of Licensed Products that have been supplied or put into use during the previous quarter;
 - the number of Products using the Licensed Products which have been manufactured during the previous quarter but not yet supplied or put into use;
 - (iii) the Net Invoice Price of each Licensed Product supplied or put into use during the previous quarter; and
 - (iv) the amount of royalties due and payable and the amount of any tax deductible or due to be deducted from such amount.
- 3.6 The Buyer shall keep proper records and books of account showing the quality, description and price of the Licensed Products supplied or put into use. Such records and books shall be kept separate from any records and books not relating solely to the Licensed Products. Not more than once per calendar year and upon 10 (ten) days' prior written notice to Buyer, such records and books shall be open to inspection and audit by the Seller or its duly authorised agent or representative who shall be entitled to take copies of or extracts from the same. In the event such inspection or audit should reveal a discrepancy in the royalties paid from those payable under this Agreement the Buyer shall immediately remit payment for such shortfall and in the event that such shortfall is greater than 10% (ten percent), reimburse the Seller for any reasonable charges incurred for such audit or inspection.
- 3.7 Section 3.6 above shall remain in force for a period of one (1) year following the ten (10) year royalty period set forth in Section 3.1 above.

4. Provisions of Know How

- 4.1 As the principals of Buyer, prior to this Agreement, have been contractors or employees of IDO Systems Inc. (which, when it was operating, owned the IDO Patent), the Buyer acknowledges that it has all the necessary know how to utilise, exploit and develop the Licensed Product to the benefit of both parties. The Seller therefore has no further obligations towards Buyer in terms of providing Buyer with know how relating to the use of the Transferred Rights and the manufacture of Products using the Transferred Rights.
- 4.2 Any know-how furnished by the Seller shall be used by the Buyer only for the purpose of the manufacture of Products using the Transferred Rights and shall be subject to the provisions of confidentiality set forth in Section 5 below.

5. Confidentiality

- 5.1 Each Party shall keep and shall procure that its respective directors and employees [and for Buyer, any of its licensees keep secret and confidential all know-how relating to the manufacture of the Licensed Products, the terms of this Agreement, and other information (whether or not technical) of a confidential nature, which in both cases has been communicated to it by the other party either preparatory to or as a result of this Agreement and shall not disclose the same or any part of the same to any person whatsoever other than to its directors or employees or to its sub-licensees directly or indirectly concerned in the manufacture, use or sale of the Licensed Products PROVIDED THAT before any such disclosure takes place such party shall procure that each of the directors and employees and sub-licensees concerned shall execute a confidentiality undertaking with it in a form no less protective as that required herein.
- 5.2 The provisions of Section 5.1 shall not apply to such know-how and information of either party; (a) which becomes public knowledge otherwise than through a breach of an obligation of confidentiality

owed (whether directly or indirectly) to the disclosing party; or (b) is necessarily disclosed as a result of the marketing of or the servicing or repair of the Licensed Products.

5.3 The provisions of this Section 5 shall remain in force notwithstanding the expiration or earlier termination of this Agreement for any reason, for a period of 3 (three) years.

6. General

- Severability. If any clause or any part of any clause in this Agreement is declared invalid or unenforceable by the judgment or decree, by consent or otherwise of a court of competent jurisdiction from whose decision no appeal is or can be taken all other clauses or parts of clauses in this Agreement shall remain in full force and effect and shall not be affected thereby for the term of this Agreement
- 6.2 Waiver. No relaxation forbearance delay or indulgence by either party in enforcing any of the terms and conditions of this Agreement or the granting of time by either party to the other shall prejudice, affect or restrict the rights and powers of that party nor shall any waiver by either party of any breach of this Agreement operate as a waiver of or in relation to any subsequent or any continuing breach of this Agreement.
- 6.3 <u>Amendments</u>. This Agreement may not be amended unless in writing signed by the duly authorised officer of each party.
- 6.4 <u>Cooperation</u>. The parties shall execute all further documents as may be necessary or desirable to give full effect to the terms of this Agreement and to protect the rights of the parties under it.
- 6.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to its subject-matter and each party confirms to the other that it has not entered into this Agreement on the basis of or in reliance on any representations or warranties made or given by the other party its servants or agents.
- 6.6 Notice. Any notice or other document to be given under this Agreement shall be given by sending the same in a pre-paid first class letter or by courier to the address of the relevant party set out in this Agreement or to any other address which that party may have notified to the other for such purpose. Any notice sent by post shall be deemed (in the absence of evidence of earlier receipt) to have been delivered 14 days after despatch and in proving the fact of despatch it shall be sufficient to show that the envelope containing such notice was properly addressed stamped and posted.
- 6.7 Warranty. As described in the above, Section 4.1, the Buyer is aware of that the IDO Patent is only a pending patent (an application), and as such must be cultivated. The Seller gives no guarantee to what extent the IDO Patent may in fact be licensed or to what extend the IDO Patent may be used commercially.
- 6.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of California without respect to its conflicts of law principles

7. Termination

- 7.1 Seller shall have the right to terminate this Agreement immediately upon written notice to Buyer if;
 - (i) Buyer shall fail to make any payment when it becomes due or shall fail to perform or observe any obligation on its part to be performed or observed under this Agreement PROVIDED THAT in a case where (in the reasonable opinion of the Seller) the breach is remediable such notice from the Seller shall also require the Buyer to remedy the breach and if the Buyer so remedies within 30 days of the notice being served such notice to terminate this Agreement shall be deemed to be void and of no effect; or
 - (ii) if an interim order is applied for or made, or a voluntary arrangement approved, or if a petition for a bankruptcy order is presented or a bankruptcy order is made against the Buyer or if

a receiver or trustee in bankruptcy is appointed of the Buyer's estate or (the Buyer being a company) a voluntary arrangement is proposed or approved or an administration order is made, or a receiver or administrative receiver is appointed over any of the Buyer's assets or undertaking or a winding-up resolution or petition is passed or presented (otherwise than for the purposes of reconstruction or amalgamation) or if any circumstances arise which would entitle the court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding-up petition or make a winding-up order or other similar or equivalent action is taken against or by the Buyer by reason of its insolvency or in consequence of debt.

- 7.2 On termination of this Agreement, however arising;
 - all outstanding sums repayable by the Buyer to the Seller shall immediately become due and payable;
 - (ii) all rights transferred shall be returned to the Seller, as the Sellers sole property;
 - the Buyer shall cease all and any exploitation of the IDO Patent whether by means of licensing or otherwise;
 - (iv) the Buyer shall co-operate in cancelling any registration of this Agreement, and the hand back to the Seller of the IDO Patent
- 7.3 The termination of this Agreement, however arising, shall be without prejudice to the provisions of this Section 7 and to any rights of either party which may have accrued by at or up to the date of termination.

8. Costs

The Buyer shall bear all costs in relation to the hand over of the IDO Patent, hereunder, but not limited to costs, in connection with the registration of the Buyer as owner of the IDO Patent.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be signed and delivered by its duly authorized officer.

LEGO Holding A/S	Avatizing, LLC
Poul Hartvig Nielsen Vice President	Lee Sigler, Principal
Bjarne Engberg Pedersen Director	
List of Exhibits	

Exhibit A - US Patent Application serial no. 09/675,958 PCT/US01/11772.

Exhibit A US Patent Application serial no. 09/675,958 PCT/US01/11772

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PAYENT ASSISTMENT

This Patent Assignment (the "Agreement") is interest through of March 1, 2904, (the "Effective Date") by and behaves Australia. LLC, is California Limited Liability Corporation with offices at 15 N. Gerdon Way, Los Alles, CA 94022, USA ("Buyer"), and LEGO Holding AVE, a Dunials responsion with its principal place of business at Koldings 7, UKC 150, Billand, Destroys ("Sellar").

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- 8. Whence, figure is considered of the principals who were considered or employees of IDO Systems, (no., the Territor US acceptant of IDO Systems AS and these principals are the named inventors on US Parent Application senter or 19978,868 PCTIUSO111 1772;
- C. Wilercan, Belief to the safe and exclusive owner, by excignment from IDO Systems ATS as resembled by the United States Patent and Tradematic Office at Reel 011798, Frame 6147, of the patent application fusion as U.S. application function 09/576,958, fling date September 29, 2000, exteed "System and Mathod for Consumer-Science Advantaging and Branding in Interactive Media." which is set first in Exhibit A which is alterted bears and incorporated figures by estamates, and UEGO Healing ATS decires to antisuch patent application; and
- Distributes Buyer treates to buy patent application from Settor for the further commercialization of high papers application.

NOW. THEREFURE, in consideration of the premises and the properties representations, warrantes, coverants and agreements continued bytein, the parties increto agree on the own.

1. Definitions.

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- (i) restrict, toused, led out or timed or otherwise disposed to a customer by the Sharer or end fluggioner, or
- (ii) tend by the Buyer or any Scottes for its own commercial purposes; or
- (iii) procedures to such that a straightent of substants and embared by the prime, or such

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2. Transfer of Biolity.

2.1 Seller core hereby sell, assign, manufar, compay and set over la Buyer, the toloring tights (i) the patent application selected (i) all (origin patent applications which may be find with respect to the freegoing under extensional conventions, including attract implation the Paris Connection for the Protection of including Property Union, the European Perfect of including Property Union, the European Perfect on the Convention and the Common Market Convention; (iv) all continuations, to European Paris Conventions and the Common Market Convention; (iv) all continuations, continuations the part of substitutes and the find applications of any of the attracted applications; (iii) all patents, domains, patents of addition and extensions of and with respect to all patents, domains patents of addition and extensions of and with respect to all patents, domains included in the firegoing (allogation, which shall mean the "IDO Patents, domains and include and the Transactions of the Conventions of the Patents.

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3. Purchase Price

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- 3.2. The floying shall become pagable by the Bayer under this Agreement in respect of each Product when actually paid the by a children, whether it is for a seps, rend, bears or boston of the Libertset Product; PROVIDED ALTYAYS that with respect to any identical Product supplies or put the use as provided above, only a single royally shall be payable in suspect of such manufacture, use, or supply
- 3.3 Regalita psychic under this Agreement we wolkelie of any value acided for like) his left thick this be psychic on them and shall be paid gross without deduction of any value long or other lecture twose and it maintains to withholding or other lecture twose.
- 8.4 Population populate review this Agreement strait be paid in \$ (US Collers) within \$0 chaps of the end of each succession quantity period commencing on 1 January, 1 April, 1 July, 1 Calaber, in each year. Indicated, an additional populate payments from the case payment is due unto the actual data of payment at a tule of 6% (file) per card over the type intoler task of the Original Maillocal Bank from State to time.

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- 3.5 At the same time as payment of any such toyoffee this due the Super-shall subset or cause to be authoritied to the Solar a statement in writing recentling the calculation of voyety payable under this.
 Agreement in particular.
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 - (iii) See amount of regalites due and payable and the amount of any lax deductible or due to be deducted from such amount.
- The Bayer wind beep proper records and books of executed abouting the country, description and price or the Licenseed Products supplied of but into use, Such provide and books shall be knot expenses from my records and books and relating solely in the Licenseed Products. Livid more than once per extended part and upon 10 (less) days which notice to Buyer, such records and books what be open to impection and small by the Select or its days outborfeed again or representative who shall be entitled to take capies of or solence tone the searce, for the overall and impection or such should reveal a discrepancy in the regalies peld from those payable under this Agreement the Buyer stepling according to the payable payable in the search the such therefore the first payable incomes the formal and in the search the such therefore.
- 3.7 Section 3.6 elected strate remain in 1998 for a period of one (1) year following the ten (10) year so yearly set form in Becallon 3.5 shows.
- 4. Provisions of Karen New
- 4.1 As the principals of sugest, polar to this Appendicat, have been contractors or employees of IGO Specials inc. (which which is the operating, owned the RIO Polaris, the Buyer acknowledges that it has all the necessary know how to utilize, exploit and develop the Lecased Product to the benefit of both hadres. The Salter therefore has no furbier obligations towards Super in terms of providing larger with know relating to the case of the Transferred Rights and the manufacture of Products the Transferred Rights.
- Acr superfrom Symbolish by the Solies shall be used by the Buyer only for the purpose of the menufacture of Products using the Transferred Fights and shall be subject to the provisions of confidentially set forth in Section 9 below.
- 6. Confidentiulity
- 5.1 Each Party shall hope and shall proops that he respective directors and anapopees [and by Buyer, any of the Benneot looks owners and conditional all knowledge to the manufacture of the Licensed Poulusia, the looks of this Agreement, and other information featuring or not inclinate of a confidential reduce, which is 'Doy' cases has been communicated to it by the other party either preparation to or as a small of this Agreement and shall not disclose the manuses many parts of the same to any person withouter other than to be streeted or employees or to be sub-licensees almostly which eachy concerned in the mentiodays, uses or and of the Licensed Products PROVIDED THAY believe any apply disclosure takes places such party shall procure that each of the discretion and employees and not becomes concerned shall execute a considerability undertaking with the a term no last protective as that required barries.
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event (whether directly or indirectly) to the declosing-perty; or (b) is recessedly cholosed as a result of the motiving of or the servicing of or the servicing of or the servicing of α and α

- 5.3. The provisions of this Section 5 that remain in force motification the explicitly of explicit of
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- 3.2 Mainer, the missession followance detay or includence by either party in enterting any of the formal and conditions of this Agreement or the granting of time by either party to the other shall prejection affect or medical the rights and powers of their party not shall any water by either party of any breach of the Agreement operate as a meion of or in relation to any authorition any condition breach of the Agreement.
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- 87 Warranty. As described in the above, Souther 4.1, the Buyer is source of that the IDO Patent is unit; a pending potent (an application), and as about must be callivated. The Soller gives no guarantee to what among the IDO Patent may be used what among the IDO Patent may be used.
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- 7.1 Sollet shall have the rigid to berminate tide Agreement introdiction upon written region to Buyer & .
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- (iii) the Super shall cause all and any exploitation of the IDO Patent whether by means of locating or otherwise;
- (iv) the Buyer shed co-operate in canoning any registration of this Agreement, and the Yeard back to the Select of the IDO Patent.
- The termination of this Agreement, however arising, shall be without prejudice to the convinces of this Section 7 and to say rights of either party which may have occured by at or up to the date of termination.

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IN WITNESS WHEREOF, each of the parties has coursed this Agreement to be signed and Jellwood by its adjustment of the signed and Jellwood by its adjustment of the signed and Jellwood by its

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